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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.M.C. 4343/2023**

RACHIT GUPTA AND ORS.

..... Petitioners

Through: Mr. Sahil Girim, Mr. Rohit Tyagi,
Mr. Varun Mittal and Mr. Prateek
Geswani, Advs.

versus

THE STATE OF DELHI NCT AND ANR.

..... Respondents

Through: Mr. Raguvender Verma, APP for
State and Insp./SHO Lalit Ahlawat
and SI Meena, PS Model Town.
Mr. G. L. Soni and Mr. Mohd. Anees,
Advs. for respondent Aashima Mittal.

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Date of Decision: 02.06.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 16270/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 4343/2023

1. The present petition has been filed seeking quashing of case FIR No. 596/2020 registered under Sections 498A/406/34 IPC registered at PS Model Town. FIR was lodged on the statement of respondent no.2 and on 11.09.2020.

CRL.M.C. 4343/2023

Page 1 of 10



2. Learned counsel submits that the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.02.2012 in accordance with the Hindu Rites and Ceremonies. The marriage was duly consummated and one daughter namely 'Navya Mittal' was born from the said wedlock on 11.02.2019. However, it has been submitted that on account of temperamental differences and mental incompatibility, the parties started living separately since 25.11.2019. They instituted multiple litigations against each other and their respective families including the present FIR.

Learned Counsel that during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement agreement dated 11.03.2023. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 61 Lakhs- in full and final settlement of the entire dispute to respondent no. 2/complainant.

3. Pursuant to the settlement, a mutual consent divorce petition was filed and the same was allowed vide decree and judgement dated 01.05.2023 passed by Learned Judge, Family Court, Rohini Courts.

4. Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably, it would be in the interest of justice to quash FIR No. 596/2020 registered under Sections 498A/406/34 IPC registered at PS Model Town and all the other consequential proceedings.

5. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion. She submits that an FDR No. 2021/SSK/Z 692470 of Rs. 11,00,000/- (Rs. Eleven Lakh Only) from



Canara Bank has been received by Miss Navya Mittal and Mrs. Aashima Mittal (Guardian) and an amount of Rs. 20,00,000/- (Rs. Twenty Lakh Only) by way of DD No. 159329 dated 01.06.2023 in the name of Aashima Mittal drawn from State Bank of India has been handed over in court. Respondent no. 2 submits that remaining amount has already been paid and since the terms of the settlement have been complied with and the marriage between the parties already stands dissolved, she has no objection if FIR No. 596/2020 registered under Sections 498A/406/34 IPC registered at PS Model Town A no-objection certificate of Respondent No. 2 has also been placed on record.

6. It is pertinent to note that both parties have also stated that the settlement agreement shall not bind the legal right, title and interest of the child and the child shall be at liberty to pursue her legal rights and remedies in accordance with law. The affidavit in compliance of the judgment passed by the Hon'ble Supreme Court of India in **Ganesh v. Sudhi Kumar Shrivastava**, Civil Appeal Nos. 4031-4032/2019 arising out of SLP (C) Nos. 32868-32869/2018, dated 22.4.2019 adhered by the Hon'ble High Court of Delhi in **Rakesh Jain v. State**, Crl. MC No. 2935 of 2019 has been filed.

7. I have gone through the settlement agreement which has been placed on record. The settlement agreement provides for the following terms and conditions:

"1. That both the parties have settled all their disputes, claims, grievances and differences with each other with certain terms and conditions mentioned in this settlement deed and further both the parties have decided to get their marriage dissolved by way of decree of divorce by mutual consent under section 13 (B) of Hindu Marriage Act, 1955 from the Hon'ble Family Court, Delhi and both



the parties have further agreed that they and their family members shall not file any type of case/complaint against each other and their family members before any court of law and police authorities after the execution of this present compromise deed.

2. That the second Party has settled all her claims for remaining articles, Istridhan, jewellery, marriage expenses, litigation expenses, maintenance (Past, present, future), permanent alimony and any other claims in respect of her marriage against a consolidated sum of Rs. 61,00,000/- (Rupees Sixty one Lakhs Only) and the first party/Husband and his family members have voluntarily agreed to pay the same to the second party by way of Pay order/ DD In her name In four instalment.

3. That as per the settlement, the First party shall pay the first Installment of Rs. 5,00,000/- (Rupees Five lac only) by way of DD bearing no. 159262 to the second party at the time of execution of present compromise deed. Both the parties undertake that after execution of the present compromise deed, they shall not file any type of case, complaint against each other before any court of law or authority and they will not challenge any terms and conditions of the present compromise deed and shall remain bound by the terms and conditions of the same.

4. That it is agreed between the parties that they shall file joint First motion petition of Divorce by mutual consent U/s 13 (B)(1) of HMA before Hon'ble Family Court, Delhi within week after execution of the present compromise deed and the First Party/Husband shall pay the second Instalment of Rs.16,00,000/- (Rupees sixteen Lacs Only) by way of Pay order/DD to the second party at the time of recording of joint statement of both the parties u/s 13 (8) (1) HMA before the concerned Hon'ble Family Court, Delhi.

5. That as per the compromise deed, the First party and



the Second party shall file, joint Second motion petition of Divorce by mutual consent U/s 13 (8)(2) of HMA along with the application for Special leave for waiving of the stipulated period of six months within 30 days or as soon as possible after getting certified copy of the order of First Motion Divorce Petition, from the concerned Hon'ble Family Court, Rohini Courts, Delhi. The First Party/Husband shall pay the Third instalment of a sum of Rs. 20,00,000/- (Rupees Twenty lakhs only) by way of demand draft to the second party in her name at the time of recording of joint statement of both the parties u/s 13(8)(2) before the concerned Hon'ble Family court, Rohini Courts, Delhi and out of which the Second party shall prepare the FDR of Rs. 11,00,000/- (Rupees Eleven lakhs only) in the name of minor daughter namely "Navya Mittal." under her guardianship on auto renewable basis In any nationalized bank of India until the age of majority of minor daughter and shall supply the copy of abovesaid FDR to the First party at the time of filling of quashing petition before Hon'ble High Court of Delhi. It is further agreed between the parties that the abovesaid FDRs of total sum of Rs.11,00,000/- shall be released/ecashed only after attaining the age of majority of the minor daughter "Navya Mittal", however the second party shall be entitled for the interest on the said FDRs if required for the welfare of minor daughter. That Second party shall also provide her no objection affidavit for filing of the quashing petition for above said FIR along with other relevant documents.

6. That as per the terms and conditions of this compromise deed both the parties and their respective family members shall withdraw their pending cases/complaints/ applications/petitions/ appeals and any other litigations which they filed against each other before any court of law/ authority within 10 days after the recording of statement u/s 13 B (2) HMA.

7. That within 30 days after granting the divorce by



mutual consent U/s 13(6) of HMA by the concerned family court, both the parties shall file a joint petition for quashing of the FIR bearing No.596/2020, P.S. Model Town, Delhi U/s 406/498-A/354/509/34 IPC before the Hon'ble High Court of Delhi after getting the certified copy of the Decree of Divorce by mutual consent & the Second Party undertake to appear along with her counsel before the Hon'ble High Court of Delhi and shall make her statement for quashing of the FIR. The First party shall pay the final instalment of Rs. 20,00,000/- (Rupees Twenty Lakh Only) by way of Pay order/ DD at the time of quashing of the said FIR before Hon'ble High Court to the Second Party in her name.

8. That it has also been agreed between the parties that their minor daughter namely "Navya Mittal " who is presently in the care and custody of second party, shall remain in care and custody of second party after granting of Divorce by mutual consent and the first party and his family members shall never claim any visitation and custody of the child before any court of law or authority. It is made clear that the First party shall not try to get in touch and contact minor daughter "Navya Mittal" at any place including, school, colleges, residence of the Second party at any point of time after granted divorce by way of mutual consent from the competent Court of law. The second party shall take care and have the absolute custody of minor daughter "Navya Mittal " until she attains the age of majority and thereafter also. It has been further agreed between the parties that after the divorce, the second party shall act as sole/single parent/guardian for the minor child "Navya Mittal" and all the rights and duties related to the child shall devolve in the second party soon after granting of divorce, including the right of education and all other rights and duties for the welfare of minor child. The second party shall also have the right to get admission of the minor daughter being a single parent in school/college, for decision related to her health and medical treatment, her



marriage and other day to day affairs of minor daughter as per the requirement.

9. That after receiving the total amount sum of Rs. 61,00,000/(Rupees Sixty One Lacs Only) by the second party/wife by way of DD/Pay Order from the first party/husband and after the grant of Divorce by mutual consent and quashing of FIR from Hon'ble High Court of Delhi, the Second Party undertake not to file any type of case either Civil or Criminal, matrimonial or any type of complaint for dowry, jewellery, Istridhan, pendente-lite maintenance, permanent alimony and for share in the movable/immovable properties (either Inherited, ancestral or self-acquired), business of the first party/husband and his family members and relatives before any court of law/authority/police station in any circumstances, In future. Simultaneously, the first party/husband undertakes not to file any type of case against the second party/wife and her parents, family members and relatives either Civil or Criminal in any court of law and/or claim any right, title and Interest In their properties (either movable or immovable, inherited or self-acquired).

10. That both the parties shall be bound by the terms and conditions of the present compromise/ settlement deed and shall cooperate with each other for obtaining the decree of divorce by mutual consent before the concerned Family Court, Delhi and for quashing of FIR before the Hon'ble High Court of Delhi.

11. That If any of the party (including their relatives, family members) has filed any complaint/case against each other and/or against any other family member, which is not In the knowledge of the either party before any court of law, police or any other authority either in Delhi or any part of India or abroad, then it shall be deemed to be considered as compromised and withdrawn and shall not have any legal effect until the second



motion is finalized.

12. That after execution of this compromise deed If In case, first party does not appear in First motion, second motion and does not file quashing and does not make the balance amount to the second party, then the second party shall have the right to reopen or revive her all the cases with the permission of courts and take legal action against the first party, according to law and shall forfeit the amount received by the second party from the First Party. Simultaneously, if in case the second party does not appear/cooperate in first motion, second motion and quashing of FIR, then the second party shall return the received amount with interest @ 12% P.A. to the first party/husband.

13. That the First Party/Husband and the Second Party/Wife have agreed and undertake not to use any document (Aadhaar Card/ Pan card/ Passport/ Ration Card/ Electricity Bill/ Digital Signature/Signature/Mobile data or whatsoever) related to each other In Present and Future. That in case any of the parties violate this clause then the aggrieved party shall have the right to enforce criminal proceedings against other party.

14. That as per the terms and conditions of this compromise deed both the parties undertake that after execution of this compromise deed and after taking divorce by mutual consent from the concerned Family Court and after the quashing of FIR, then both the parties will not contact each other in any way like Whats app, email, telephone and any other electronic mode etc. or never contact or try to meet their family members, relatives and friends. in future for any purposes whatsoever. It is further agreed between the parties that both the parties shall not misuse any photograph or video of each other or of their family members and relatives. Even both the parties shall not upload their joint photographs, video on the social media sites i.e.



Facebook, Instagram, YouTube or any other platform. The Second Party also undertake not to visit the office, home, business premises of the first party and/or their relatives in future and vice versa.

15. That it is further agreed between the parties that after the acceptance of their joint petition for divorce U/s 13(6)(2) of Hindu Marriage Act, the parties shall be free to lead their respective lives without any disturbance, Interference, or obstructions from each other.

16. That both the parties affirm and shall comply the guidelines as given by the Hon'ble High Court of Delhi in its order dated 15.05.2018 in "Rajat Gupta Vs. Rupali Gupta". That it is further agreed between the parties that for breach of undertaking given to the concerned court of willful/deliberate violation of a consent order/decreed, the defaulting party will be liable to be punished/penal consequences for contempt of court and the other Party would be entitled to get his/her cases which have been withdrawn under the settlement restored to their original position and number.

17. That this Compromise Deed is executed in three originals all of which shall be deemed as original and together shall constitute one and the same agreement, with one original being delivered to each party hereto and one copy to be submitted to the Hon'ble court along with the application for first motion."

8. It is a settled proposition of law that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of



matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance this regard may be placed upon: ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675 ;***K. Srinivas Rao v. D.A.Deepa***, (2013) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.

9. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.

10. In view of the above FIR No. 596/2020 registered under Sections 498A/406/34 IPC registered at PS Model Town and all the other consequential proceedings emanating therefrom are quashed.

11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JUNE 2, 2023/AR